

Amendment to Agreement

THIS AMENDMENT (hereinafter "**AMENDMENT**") is made and entered into this _____ day of _____, 2010, by and between **SHELBY COUNTY GOVERNMENT** (hereinafter "**COUNTY**") and **SHELBY FARMS PARK CONSERVANCY**, (hereinafter "**SFPC**").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated April 8, 2009, for the purchase by the County of the rights necessary for the construction of a recreational trail and to assist the County in the design, construction, maintenance or enhancement of the trail; and

WHEREAS, the parties now desire to enter into this Amendment to extend the Agreement for the period beginning November 1, 2009 through August 15, 2010; and

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Section 4 of the Agreement is hereby amended to reflect a construction start date of no later than February 28, 2010 and a completion date of August 15, 2010.
2. Section 4 of the Agreement is hereby amended to reflect the use of an outside contractor instead of in house work crews.
3. There are no additional costs for this amendment.
4. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2009-2010 Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
5. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____, 2010.

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administrator
Assistant County Attorney

JOE FORD, INTERIM MAYOR

SHELBY FARMS PARK CONSERVANCY

By: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2010.

Notary Public

My Commission Expires: _____